



County of San Bernardino

F A S

STANDARD CONTRACT

FOR COUNTY USE ONLY

<input checked="" type="checkbox"/> New	Vendor Code		SC		Dent. MLH		Contract Number	
<input type="checkbox"/> Change	EASTVAL926				A			
<input type="checkbox"/> Cancel								
County Department			Dept.		Orgn.		Contractor's License No.	
Behavioral Health			MLH		MLH			
County Department Contract Representative			Telephone		Total Contract Amount			
Doug Moore			(909)387-7589		\$352,647			
Contract Type								
<input type="checkbox"/> Revenue <input checked="" type="checkbox"/> Encumbered <input type="checkbox"/> Unencumbered <input type="checkbox"/> Other:								
If not encumbered or revenue contract type, provide reason: _____								
Commodity Code			Contract Start Date		Contract End Date		Original Amount	
			July 1, 2003		June 30, 2004		Amendment Amount	
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.		Amount	
AAA	MLH	MLH	200	2445	28212223		\$352,647	
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.		Amount	
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.		Amount	
Project Name				Estimated Payment Total by Fiscal Year				
Negotiated Rate				FY	Amount	I/D	FY	Amount
Children's Residential				03/04	\$352,647	—		
Program						—		
Contract Type – 2(b)						—		

THIS CONTRACT is entered into in the State of California by and between the County of San Bernardino, hereinafter called the County, and

Name East Valley Charlee, Inc. hereinafter called Contractor

Address 440 Caion Street

Redlands, CA 92373

Telephone (909) 307-5777 Federal ID No. or Social Security No. _____

IT IS HEREBY AGREED AS FOLLOWS:

(Use space below and additional bond sheets. Set forth service to be rendered, amount to be paid, manner of payment, time for performance or completion, determination of satisfactory performance and cause for termination, other terms and conditions, and attach plans, specifications, and addenda, if any.)

WITNESSETH:

WHEREAS, County desires to purchase and Contractor desires to provide certain mental health services; and,

WHEREAS, this agreement is authorized by law,

NOW, THEREFORE, the parties hereto do mutually agree to the terms and conditions as follows:

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I Definition of Terminology

- A. Wherever in this document, and attachments hereto, the terms "contract" and/or "agreement" are used to describe the conditions and covenants incumbent upon the parties hereto, these terms are interchangeable.
- B. Definition of May, Shall and Should. Whenever in this document the words "may," "shall" and "should" have been used, the following definitions apply: "may" is permissive; "shall" is mandatory; and "should" means desirable.

II Contract Supervision

The Director, Department of Behavioral Health (DBH), herein after referred to as Director, or designee, shall be the County employee authorized to represent the interests of the County in carrying out the terms and conditions of this contract. The Contractor shall provide, in writing, the names of the persons who are authorized to represent the Contractor in this agreement.

III Performance

- A. Contractor shall provide up to 6,111 client days of children's residential services under this agreement, which are further described in the attached Addendum I. Contractor agrees to be knowledgeable in and apply all pertinent Federal and State laws and regulations as referenced in the body of this Agreement.
- B. Services shall be provided in accordance with Attachment II, Outpatient Pre-Authorization Matrix, of this agreement.
- C. Compliance with Attachment II, Outpatient Pre-Authorization Matrix, will be monitored by the County of San Bernardino DBH Compliance Unit.
- D. Contractor shall obtain an approved Treatment Authorization Request (TAR) form from the DBH Access Unit prior to provision of any services not pre-authorized by Attachment II, Outpatient Pre-Authorization Matrix.
- E. Training regarding the contents and use of Attachment II, Outpatient Pre-Authorization Matrix, will be available upon request by the Contractor. Contractor staff may request

said training by calling the County of San Bernardino DBH Access Unit at (909) 387-7040.

F. State Performance Outcome Requirements

Contractor will comply with all State regulations regarding State Performance Outcomes measurement requirements and participate in the outcomes measurement process, as required by the State.

G. DBH Research and Evaluation Activities

The DBH Research and Evaluation Section (R&E) will collect important outcome information from targeted consumer groups and Contractor throughout the term of this agreement. R&E will notify the Contractor when its participation is required. The performance outcome measurement process will not be limited to survey instruments but will also include, as appropriate, client and staff interviews, chart reviews, and other methods of obtaining the information needed.

H. Cultural Competency

The State Department of Mental Health mandates counties to develop and implement a Cultural Competency Plan for Medi-Cal beneficiaries. Policies and procedures and array of services must be culturally and linguistically appropriate. Contract agencies will be included in the implementation process and shall adhere to cultural competency requirements.

1. The DBH shall make available technical assistance to Contractor regarding cultural competency requirements.
2. The Contractor will make an effort to gather demographic information on its service area for service planning.
3. The DBH shall make available cultural competency training for DBH and Contractor personnel. Staff will be required to attend one cultural competency training per year at a minimum.

4. The DBH shall make available annual training for personnel used as interpreters in threshold languages.
 5. The DBH shall make available technical assistance for Contractor in translating mental health information into the threshold language(s).
- I. If, for any reason, information in Addendum I and Attachment II conflicts with the basic agreement, then information in the Addendum I and Attachment II shall take precedence in the order noted.

IV. Funding

- A. The maximum financial obligation of the County is limited by the available State and County funds for this Agreement. The maximum financial obligation of the County under this agreement shall not exceed the sum of Three Hundred Fifty Two Thousand Six Hundred Forty Seven Dollars (\$352,647) as shown on the attached Schedule A, which represents the total (1) the maximum Net County funding allocation to Contractor in the amount of Three Hundred and Fifty Two Thousand Six Hundred Forty Seven Dollars (\$352,647) and, if provided hereunder, (2) the initial Federal Short-Doyle/Medi-Cal funding allocation to Contractor in the amount of NONE.
- B. The maximum Net County funding allocation to Contractor for services furnished hereunder, unless adjusted downward as provided for in this agreement, is allocated as per attached Schedule A, line 10.
- C. It is understood between the parties that the Schedule A(s) attached are budgetary guidelines required by the State of California. However, the maximum financial obligation of County under this Agreement is limited by mode of service reported on Schedule A. Funds may not be transferred between modes or types of services without the prior written approval of the Director or designee.
- D. If the Contractor provides services under the Short-Doyle/Medi-Cal program and if the Federal government reduces its participation in the Short-Doyle/Medi-Cal program, the County agrees to meet with Contractor to discuss the possibility of renegotiating the total units of service required by this agreement.

V Payment

- A. During the term of this agreement, the County shall make interim payments to Contractor on a monthly basis. Payments will be made for the units of service provided at the negotiated rate established on the attached Schedule A. County shall not reimburse Contractor in excess of total client days and total negotiated (net) rate.
- B. Contractor shall bill the County monthly in arrears on claim forms provided by County. All claims submitted shall clearly reflect all required information specified regarding the services for which claims are made. Claims for Reimbursement shall be completed and forwarded to the County within ten days after the close of the month in which services were rendered. Within a reasonable period of time following receipt of a complete and correct monthly claim, County shall make payment in accordance with the negotiated amount set in the attached Schedule A.
- C. No single monthly payment for services shall exceed one-twelfth of the maximum contract obligation unless there have been payments of less than one-twelfth of such amount for any prior month of the agreement. To the extent that there have been such lesser payments, then the remaining amount (s) may be used to pay monthly services claims which exceed one- twelfth of the maximum contract amount.

VI Final Settlement: Audit of Services

- A. Contractor agrees to maintain and retain all appropriate service and financial records for a period of at least five years, or until audit findings are resolved, whichever is later. This is not to be construed to relieve Contractor of the obligations concerning retention of medical records as set forth in Article XVII Medical Records, Paragraphs A. and B.
- B. Contractor agrees to furnish duly authorized representatives from County and State access to patient/client records and to disclose to State and County representatives all financial records necessary to review or audit contract services and to evaluate the cost, quality, appropriateness and timeliness of services. Said County or State representative shall provide a signed copy of a confidentiality statement similar to that provided for in Section 5328(e) of the Welfare and Institutions Code, when requesting access to any patient records. Contractor will retain said statement for its records.

- C. If a contract service audit finds that units of service paid for by County were not performed in accordance with this agreement, or that funds were reimbursed to Contractor for services not authorized by Attachment II, Outpatient Pre-Authorization Matrix, the Contractor shall reimburse the County on demand for such invalid units of service at the negotiated amount set forth in attached Schedule A. Reimbursement shall be made by Contractor to County using one of the following methods, which shall be at the election of the County:
1. Payment of total.
 2. Payment on a monthly schedule of reimbursement.
 3. Credit on future billings.
- D. In the event such payment is not made on demand, County may withhold monthly payment on Contractor's claims until such disallowances are paid by Contractor and/or County may terminate and/or indefinitely suspend this agreement immediately upon serving written notice to the Contractor.
- E. The eligibility determination and the fees charged to, and collected from, patients whose treatment is provided for hereunder may be audited periodically by County and the State Department of Mental Health.

VII Single Audit Requirement

- A. Pursuant to OMB Circular A-133, Contractors expending \$300,000 or more in Federal funds in a year through a contract with County must have a single or program-specific audit performed which shall comply with the following requirements:
1. The audit shall be performed in accordance with OMB Circular A-133 (revised June 24, 1997), Audits of States, Local Governments, and Non-Profit Organizations.
 2. The audit shall be conducted in accordance with generally accepted auditing standards and Government Auditing Standards, 1994 Revision, issued by the Comptroller General of the United States.

3. A copy of the audit performed in accordance with OMB Circular A-133 shall be submitted to the County within thirty (30) days of completion, but no later than nine (9) months following the end of the Contractor's fiscal year.
4. The cost of the audit made in accordance with OMB Circular A-133 can be charged to applicable Federal funds. Where apportionment of the audit is necessary, such apportionment shall be made in accordance with generally accepted accounting principles, but shall not exceed the proportionate amount that the Federal funds represent of the Contractor's total revenue.
5. The work papers and the audit reports shall be retained for a minimum of three (3) years from the date of the audit reports, and longer if the independent auditor is notified in writing by the County to extend the retention period.
6. Audit work papers shall be made available upon request to the County, and copies shall be made as reasonable and necessary.
7. The Contractor is responsible for follow-up and corrective action of any material audit findings in the single or program-specific audit report, as directed by the County in coordination with the State.

VIII Duration and Termination

- A. The term of this agreement shall be from July 1, 2003, through June 30, 2004, inclusive.
- B. This agreement may be terminated immediately by the Director at any time if:
 1. The appropriate office of the State of California indicates that this agreement is not subject to reimbursement under law; or
 2. There are insufficient funds available to County; or
 3. The Contractor is found not to be in compliance with any or all of the terms of the following Articles of this agreement: X Personnel, XI Licensing and Certification, or XX Indemnification and Insurance.

- C. Either the Contractor or Director may terminate this agreement at any time for any reason or no reason by serving 30 days' written notice upon the other party.
- D. This agreement may be terminated at any time without 30 days' notice by the mutual written concurrence of both the Contractor and the Director.

IX Patient/Client Billing

- A. Contractor shall exercise diligence in billing and collecting fees from patients for services under this agreement.
- B. Charges for services to either patients or other responsible persons shall be at estimated actual costs.
- C. The State of California "Uniform Method of Determining Ability to Pay" (UMDAP) shall be followed in charging clients for services under this agreement.
- D. The State of California "Uniform Billing and Collection Guidelines" shall be followed in the billing and collecting of patient fees.

X Personnel

- A. Contractor shall operate continuously throughout the term of this agreement with at least the minimum number of staff as required by Title 9 of the California Code of Regulations.
- B. Contractor agrees to provide or has already provided information on former County of San Bernardino administrative officials (as defined below) who are employed by or represent Contractor. The information provided includes a list of former County administrative officials who terminated County employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of Contractor. For purposes of this provision, "county administrative official" is defined as a member of the Board of Supervisors or such officer's staff, County Administrative Officer or member of such officer's staff, County department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit. If during the course of the

administration of this agreement, the County determines that the Contractor has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, this contract may be immediately terminated. If this contract is terminated according to this provision, the County is entitled to pursue any available legal remedies.

XI Licensing and Certification

Contractor shall operate continuously throughout the term of this agreement with all licenses, certifications and/or permits as are necessary to the performance hereunder.

XII Administrative Procedures

- A. Contractor agrees to adhere to all applicable provisions of :
 - 1. State Department of Mental Health Notices, and;
 - 2. County DBH Standard Practice Manual (SPM).
 - 3. Both the State Department of Mental Health Information Notices and County SPM are included as a part of this contract by reference.
- B. If a dispute arises between the parties to this agreement concerning the interpretation of any State Department of Mental Health Information Notice or County SPM, the parties agree to meet with the Director to attempt to resolve the dispute.
- C. State Department of Mental Health Information Notices shall take precedence in the event of conflict with the terms and conditions of this agreement.

XIII Laws and Regulations

Contractor agrees to comply with all applicable provisions of:

- A. California Code of Regulations, Title 9

- B. California Code of Regulations, Title 22
- C. Welfare and Institutions Code, Division 5
- D. Policies as identified in State policy letters and the Cost Reporting/Data Collection (CR/DC) Manual, latest edition.
- E. Pursuant to the Health Insurance Portability And Accountability Act of 1996 (HIPAA), regulations have been promulgated governing the privacy of individually identifiable health information. The HIPAA Privacy Regulations specify requirements with respect to contracts between an entity covered under the HIPAA Privacy Regulations and its Business Associates. A Business Associate is defined as a party that performs certain services on behalf of, or provides certain services for, a Covered Entity and, in conjunction therewith, gains access to individually identifiable health information. Therefore, in accordance with the HIPAA Privacy Regulations, Contractor shall comply with the terms and conditions as set forth in the attached Business Associate Agreement, hereby incorporated by this reference as Attachment I.

XIV Patient's Rights

Contractor shall take all appropriate steps to fully protect patient's rights, as specified in Welfare and Institutions Code Sections 5325 et seq.

XV Confidentiality

Contractor agrees to comply with confidentiality requirements contained in the Welfare and Institutions Code, commencing with Section 5328.

XVI Admission Policies

Contractor shall develop patient/client admission policies which are in writing and available to the public.

XVII Medical Records

- A. Contractor agrees to maintain and retain medical records according to the following:

The minimum legal requirement for the retention of medical records is:

1. For adults and emancipated minors, seven years following discharge (last date of service);
2. For unemancipated minors, at least one year after they have attained the age of 18, but in no event less than seven years following discharge (last date of service).

- B. Contractor shall ensure that all patient/client records comply with any additional applicable State and Federal requirements.

XVIII. Quality Assurance

When quality of care issues are found to exist by DBH, Contractor shall submit a Plan of Correction for approval by the DBH Compliance Unit.

XIX. Independent Contractor Status

Contractor understands and agrees that the services performed hereunder by its officers, agents, employees, or contracting persons or entities are performed in an independent capacity and not in the capacity of officers, agents or employees of the County. All personnel, supplies, equipment, furniture, quarters, and operating expenses of any kind required for the performance of this contract shall be provided by Contractor.

XX. Indemnification and Insurance

- A. Indemnification - The Contractor agrees to indemnify, defend and hold harmless the County and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability arising from Contractor's acts,

errors or omissions and for any costs or expenses incurred by the County on account of claim therefore, except where such indemnification is prohibited by law.

- B. Insurance - Without in anyway affecting the indemnity herein provided and in addition thereto the Contractor shall secure and maintain throughout the contract the following types of insurance with limits as shown:

1. Workers' Compensation - A program of Workers' Compensation insurance or a State-approved Self-Insurance Program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits, covering all persons providing services on behalf of the Contractor and all risks to such persons under this Agreement.

If Contractor has no employees, it may certify or warrant to County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Risk Manager.

With respect to Contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance. If the County's Risk Manager determines that there is no reasonably priced coverage for volunteers, evidence of participation in a volunteer insurance program may be substituted.

2. Comprehensive General and Automobile Liability Insurance - This coverage to include contractual coverage and automobile liability coverage for owned, hired, and non-owned vehicles. The policy shall have combined single limits for bodily injury and property damage of not less than one million dollars (\$1,000,000).
3. Errors and Omission Liability Insurance - Combined single limits of \$1,000,000 for bodily injury and property damage and \$3,000,000 in the aggregate or
4. Professional Liability - Professional liability insurance with limits of at least \$1,000,000 per claim or occurrence.

- C. Additional Named Insured - All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies shall contain additional endorsements naming the County and its employees, agents, volunteers and officers as additional named insureds with respect to liabilities arising out of the performance of services hereunder.
- D. Waiver of Subrogation Rights - Except for Errors and Omissions Liability and Professional Liability, Contractor shall require the carriers of the above required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors and subcontractors.
- E. Policies Primary and Non-Contributory - All policies required above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.
- F. Proof of Coverage - Contractor shall immediately furnish certificates of insurance to the County Department administering the contract evidencing the insurance coverage, including endorsements, above required prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within sixty (60) days of the commencement of this Agreement, the Contractor shall furnish certified copies of the policies and all endorsements.
- G. Insurance Review - The above insurance requirements are subject to periodic review by the County. The County's Risk Manager is authorized, but not required, to reduce or waive any of the above insurance requirements whenever the Risk Manager determines that any of the above insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Risk Manager determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Risk Manager is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk.

Any such reduction or waiver for the entire term of the Agreement and any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

XXI Nondiscrimination

- A. General. Contractor agrees to serve all patients without regard to race, color, sex, religion, national origins or ancestry pursuant to the Civil Rights Act of 1964, as amended (42 USCA, Section 2000 D), and Executive Order No. 11246, September 24, 1965, as amended.
- B. Handicapped. Contractor agrees to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. 1202 et seq.) which prohibits discrimination on the basis of disability, as well as all applicable Federal and State laws and regulations, guidelines and interpretations issued pursuant thereto.
- C. Employment and Civil Rights. Contractor agrees to and shall comply with the County's Equal Employment Opportunity Program and Civil Rights Compliance requirements:
 - 1. Equal Employment Opportunity Program: The Contractor agrees to comply with the provisions of the Equal Employment Opportunity Program of the County of San Bernardino and rules and regulations adopted pursuant thereto: Executive Order 11246, as amended by Executive Order 11375, 11625, 12138, 12432, 12250, Title VII of the Civil Rights Act of 1964 (and Division 21 of the California Department of Social Services Manual of Policies and Procedures and California Welfare and Institutions Code, Section 10000), the California Fair Employment and Housing Act, and other applicable Federal, State, and County laws, regulations and policies relating to equal employment or social services to welfare recipients, including laws and regulations hereafter enacted.

The Contractor shall not unlawfully discriminate against any employee, applicant for employment, or service recipient on the basis of race, color, national origin or ancestry, religion, sex, marital status, age, political affiliation

or disability. Information on the above rules and regulations may be obtained from County DBH Contracts Unit.

2. Civil Rights Compliance: The Contractor shall develop and maintain internal policies and procedures to assure compliance with each factor outlined by state regulation. These policies must be developed into a Civil Rights Plan.

XXII Assignment

- A. This agreement shall not be assigned by Contractor, either in whole or in part, without the prior written consent of the Director.
- B. This contract and all terms, conditions and covenants hereto shall inure to the benefit of, and be binding upon, the successors and assigns of the parties hereto.

XXIII Conclusion

- A. This agreement consisting of seventeen (17) pages, Schedule A, Addendum I, and Attachments I, II, and III, inclusive is the full and complete document describing the services to be rendered by Contractor to County, including all covenants, conditions and benefits.
- B. IN WITNESS WHEREOF, the Board of Supervisors of the County of San Bernardino has caused this agreement to be subscribed by the Clerk thereof, and Contractor has caused this agreement to be subscribed on its behalf by its duly authorized officers, the day, month, and year first above written.

COUNTY OF SAN BERNARDINO

► _____
Dennis Hansberger, Chairman, Board of Supervisors

Dated: _____

SIGNED AND CERTIFIED THAT A COPY OF THIS
DOCUMENT HAS BEEN DELIVERED TO THE
CHAIRMAN OF THE BOARD

Clerk of the Board of Supervisors
of the County of San Bernardino.

By _____
Deputy

(Print or type name of corporation, company, contractor, etc.)

By ► _____
(Authorized signature - sign in blue ink)

Name _____
(Print or type name of person signing contract)

Title _____
(Print or Type)

Dated: _____

Address _____

Approved as to Legal Form

► _____
County Counsel

Reviewed by Contract Compliance

► _____

Presented to BOS for Signature

► _____
Department Head

Auditor/Controller-Recorder Use Only

<input type="checkbox"/> Contract Database	<input type="checkbox"/> FAS
Input Date	Keyed By

Date _____

Date _____

Date _____

ntroller-Recorder Use Only

act Database	<input type="checkbox"/> FAS
ite	Keyed By

SCHEDULE A

SCHEDULE A

Page 1 of 2

Prepared by: JACKIE N. SKELTON, EA

Title: ACCOUNTANT

**SAN BERNARDINO COUNTY
DEPARTMENT OF BEHAVIORAL HEALTH
NEGOTIATED RATE
SCHEDULE "A" PLANNING ESTIMATES
FY 2003 - 2004**

Contractor Name: EAST VALLEY CHARLEE, INC.

Address: 440 CAJON STREET

REDLANDS, CA 92373

Date Form Completed: May 19, 2003

	PROVIDER NUMBER	8636	8640	8641				
LINE	MODE OF SERVICE	5	5	5				TOTAL
#	SERVICE FUNCTION	60	60	60				
EXPENSES								
1	SALARIES	199,245	199,245	199,245				597,734
2	BENEFITS	43,737	43,737	43,737				131,210
3	OPERATING EXPENSES	108,727	108,727	108,727				326,181
4	TOTAL EXPENSES (1+2+3)	351,708	351,708	351,708				1,055,125
AGENCY REVENUES								
5	PATIENT FEES							0
6	PATIENT INSURANCE							0
7	MEDICARE							0
8	GRANTS OTHER	234,159	234,159	234,159				702,478
9	TOTAL AGENCY REVENUES (5+6+7+8)	234,159	234,159	234,159				702,478
10	CONTRACT AMOUNT (4-9)	117,549	117,549	117,549				352,647
11	TOTAL CONTRACT UNITS	2,037	2,037	2,037				6,111
12	CONTRACT MONTHS	12	12	12				
13	RATE PER UNIT (10/11)	57.71	57.71	57.71				
14	UNITS PER MONTH (11/12)	170	170	170				509
15	MONTHLY AMOUNT (13*14)	9,796	9,796	9,796				29,387

APPROVED:

_____ PROVIDER AUTHORIZED SIGNATURE	_____ DATE	_____ CONTRACTS MANAGEMENT	_____ DATE	_____ DBH PROGRAM MANAGER	_____ DATE
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SCHEDULE A

SAN BERNARDINO COUNTY DEPARTMENT OF BEHAVIORAL HEALTH SCHEDULE "A" STAFFING DETAIL FY 2003 - 2004

Schedule A
Page 2 of 2

Staffing Detail - Personnel (Includes Personal Services Contracts for Professional Services)

CONTRACTOR NAME:

Name	Degree/ License	Position Title	Full Time Annual Salary	Full Time Fringe Benefits	Total Full Time Salaries & Benefits	% Time Spent on Contract Services	Total Salaries and Benefits Charged to Contract Services	Budgeted Units of Contract Services
ACEVES, ARMINDA A.		CHILD CARE WORKER	25,000	5,650	30,650	100%	30,650	
AYERS, COREEN		FACULTY SUPERVISOR	31,500	6,900	38,400	100%	38,400	
BALLARD, TIMOTHY C.								
BARBER, ROSALIE								
BEALE, JOHN		CHILD CARE WORKER	25,000	5,650	30,650	100%	30,650	
BELL-ELIE, MANDY		NIGHT COUNSELOR	32,000	6,950	38,950	100%	38,950	
BLACK, KEVIN R.								
BOYD, GARY		CHILD CARE WORKER	25,000	5,650	30,650	100%	30,650	
BURKE, MARK A.								
DANIELS, MARK A.	LCSW	STAFF THERAPIST	25,000	5,650	30,650	100%	30,650	
DAVIS, MAURICE		NIGHT COUNSELOR	32,000	6,950	38,950	100%	38,950	
DOSWELL, JENNIFER	LCSW	STAFF THERAPIST	25,000	5,650	30,650	100%	30,650	
GIPSON, TERESA K.								
GORY, MISTI M.								
GUNNELS, SHARON M.								
HERNANDEZ, MARIA R.								
HILL, JIMMY C.		CHILD CARE WORKER	25,000	5,650	30,650	100%	30,650	
HUERTA, FRANCISCO		CHILD CARE WORKER	25,000	5,650	30,650	100%	30,650	
JEFFRESS, KATHRYN		NIGHT COUNSELOR-RO	32,000	6,950	38,950	100%	38,950	
					0	100%	(298,776)	
KING, AUBREY DR.	PSYCHIATRIST	STAFF PSYCHIATRIST	0	0	0	100%	0	
LOPEZ, ELIZABETH		CHILD CARE WORKER	25,000	5,650	30,650	100%	30,650	
LUSK, RONNIE		CHILD CARE WORKER	25,000	5,650	30,650	100%	30,650	
McFARLAND, BRIDGETTE A.		CHILD CARE WORKER	25,000	5,650	30,650	100%	30,650	
NCUBE, NOEL		CHILD CARE WORKER	25,000	5,650	30,650	100%	30,650	
ORONA, ARLEEN		CHILD CARE WORKER	25,000	5,650	30,650	100%	30,650	
RAMIREZ, WILLIAM		FACILITY SUPERVISOR	31,500	6,947	38,447	100%	38,447	
REITA, NAOMI		CHILD CARE WORKER	25,000	5,650	30,650	100%	30,650	
RODRIGUEZ, JOHN		CHILD CARE WORKER	25,000	5,650	30,650	100%	30,650	
RODRIGUEZ, LISA		CHILD CARE WORKER	25,000	5,650	30,650	100%	30,650	
SANTORO, GARY E.		CHILD CARE WORKER	25,000	5,650	30,650	100%	30,650	
SMITH - GULLISON, T'WANA L.		FACILITY SUPERVISOR	31,500	6,947	38,447	100%	38,447	
SMITH, MEREDITH DR.	PSYCHOLOGIST	STAFF THERAPIST	25,000	5,650	30,650	100%	30,650	
THOMAS, TRACE N.		CHILD CARE WORKER	25,000	5,650	30,650	100%	30,650	
THORTON, LEMUEL		CHILD CARE WORKER	25,000	5,650	30,650	100%	30,650	
WILEY, TAMIKO A.		CHILD CARE WORKER	25,000	5,650	30,650	100%	30,650	
WILSON, CRYSTAL		NIGHT COUNSELOR	32,000	6,950	38,950	100%	38,950	
WYNN, SR., BRIAN M.		NIGHT COUNSELOR-SUP	32,000	6,950	38,950	100%	38,950	
ON CALL - GRANT ST HOME		CHILD CARE WORKERS	28,460	6,432	34,892	100%	34,892	
ON CALL - SANTA MARIA HOME		CHILD CARE WORKERS	28,460	6,432	34,892	100%	34,892	
ON CALL - FIRST ST HOME		CHILD CARE WORKERS	28,460	6,432	34,892	100%	34,892	

Detail of Fringe Benefits: ~~Employer FICA/Medicare, Workers Compensation,~~
Unemployment, Vacation Pay, Sick Pay, Pension and Health Benefits

Total Program	1,027,720.00	TOTAL COST:	\$728,944
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APPROVED:

PROVIDER AUTHORIZED SIGNATURE	DATE	CONTRACTS MANAGEMENT	DATE	DBH PROGRAM MANAGER	DATE
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**CHILDREN'S RESIDENTIAL SERVICES
SERVICE DESCRIPTION**

PROVIDED BY EAST VALLEY CHARLEE, INC.

FY 2003-2004

Program Sites:

Home "A"
35895 Santa Maria St.
Yucaipa, CA
(909) 795-8656

Home "B"
10373 First St.
Yucaipa, CA
(909) 797-7844

Home "C"
12820 Grant St.
Yucaipa, CA
(909) 797-3153

I. Definition Of Recovery, Wellness, And Discovery And Rehabilitative Mental Health Services

- A. Mental Health Recovery, Wellness, and Discovery is an approach to helping the individual to live a healthy, satisfying, and hopeful life despite limitations and/or continuing effects caused by his or her mental illness. "Rehabilitation" is a strength-based approach to skills development that focuses on maximizing an individual's functioning. Services will support the individual in accomplishing his/her desired results. Program staffing should be multi-disciplinary and reflect the cultural, linguistic, ethnic, age, gender, sexual orientation and other social characteristics of the community which the program serves. Families, caregivers, human service agency personnel and other significant support persons should be encouraged to participate in the planning and implementation process in responding to the individual's needs and desires, and in facilitating the individual's choices and responsibilities. Programs may be designed to use both licensed and non-licensed personnel who are experienced in providing mental health services.

It is believed that all clients can recover, even if that recovery is not complete. The Recovery, Wellness, and Discovery approach involves collaborating with the client to facilitate hope and empowerment, with the goals of counteracting internal and external "stigma," improving self-esteem, encouraging client self-management of his/her life including making his/her own choices and decisions, re-integrating the client back into his/her community as a contributing member, and achieving a satisfying and fulfilling life.

II. Target Population to be Served:

The target population for residential services to seriously emotionally disturbed children and adolescents shall meet the definition set forth below. Priority will be given to seriously emotionally disturbed minors who are at risk of needing higher levels of care.

For the purposes of this contract, "seriously emotionally disturbed children or adolescents" means minors who have a mental disorder as identified in the most recent edition of the Diagnostic and Statistical Manual of Mental Disorders, other than a primary substance use disorder or developmental disorder, which results in behavior inappropriate to the child's age according to expected developmental norms. Members of this target population shall meet one or more of the following criteria:

- A. As a result of the mental disorder, the child has substantial impairment in at least two of the following areas: self-care, school functioning, family relationships, or ability to function in the community; and the mental disorder and impairments have been present for more than six months or are likely to continue for more than one year without treatment.
- B. The child displays one of the following: psychotic features, risk of suicide or risk of violence due to a mental disorder.

III. The Contractor shall do the following for the program:

- A. Exclusively accept referrals to the facility of seriously emotionally disturbed children and adolescents in need of intensive residential care. Residents for the home shall be exclusively selected from referrals which have been screened and evaluated for appropriateness by the San Bernardino County Interagency Case Management Council.
- B. Provide Department of Behavioral Health (DBH) with a written statement/list of information the Contractor desires to be included in the Preplacement Package received from DBH.

Within five working days of receipt of a Preplacement Package from DBH, the Contractor shall review it for completeness and identify potential problems. Within this time period the Contractor shall, if needed, provide DBH: 1) A request for additional information from the DBH Case Manager and/or the Placing Worker, or 2) A verbal notification of rejection if this can be determined by review of the Preplacement Package. A written clinically appropriate justification for the rejection will be sent to DBH and the Placing Worker within one (1) week of the verbal notification of rejection.

Within two weeks of receipt of a Preplacement Package from DBH, the Contractor shall provide DBH with a written notification of placement. This determination will be based upon a preplacement interview, preplacement visit and a review of the Preplacement Package. All determinations of rejection must be accompanied by a written clinically appropriate justification sent to DBH and the Placing Worker.

- C. Provide DBH with a monthly written residential report consistent with the format provided by DBH. This Report is to be delivered to the DBH contract monitor by the fourth working day of the following month.
- D. Provide a structured, well-supervised, living environment on a 24-hour-a-day, seven-day-a-week basis. The program will be an 18-bed (three homes with six beds each), treatment, socialization, and rehabilitation program for emotionally disturbed minors ages six (6) through seventeen (17).
- E. Provide a 1.0 FTE Executive Director whose duties shall include: overall responsibility for the entire treatment and residential program, agency policies, fiscal accountability, contractual obligations to DBH: direct supervision of the Psychiatrist, Clinical Director and Clinicians, including their chart documentation; conducting an annual internal chart audit as scheduled by DBH and as needed; personnel recruitment and firing; assuring that all non-licensed clinicians are correctly waived as license eligible; responsibility for the weekly case staffing meetings; overseeing that required reports are timely and appropriate; developing training for all staff; being on-call for emergencies; and intervening as necessary.

- F. Employ a 1.0 FTE Program Director whose duties include: coordination of the clinical activities of the psychiatrist and clinicians; direct supervision of the Educational Coordinator, the home parents, and the aides; responsibility for the ongoing therapeutic milieu in each home; attendance at the weekly case staffing meetings. Ensure briefing of psychiatrist regarding case staffing; screening of all child referrals for acceptance into specific homes; coordination of treatment and discharge decisions with the team, DBH, and funding agency; attendance at the weekly DBH Case Management meetings or appoint a designee to attend in his/her absence; availability for consultation with DBH during DBH working hours; becoming certified in order to write 5150 requests for evaluation of patients when needed; and being on-call for emergencies.
- G. Employ a 1.0 FTE Educational Coordinator to: assist in each child's school placement and adjustment; arrange for collection of past school records, immunization records, and testing (if needed); attend all IEP's or special school meetings; act as liaison between the agency and the schools; provide crisis intervention at the schools; assist the aides and house parents in the development of educational and tutorial programming; participate in the weekly case staffing; and be on-call for emergencies.
- H. Employ sufficient Mental Health Aides for each home to enhance the recreational, socialization, and daily activity programming and to act as awake staff during the children's sleep hours.
- I. Contract for a child psychiatrist to evaluate, monitor, and record each resident's psychiatric and behavioral progress and his/her need for psychotropic medication through face-to-face contact at least monthly and through weekly attendance at case staffing. The child psychiatrist must also review and approve all treatment plans and services; perform and document a brief initial psychiatric assessment and mental status on all minors; and be available on a 24-hour basis for emergencies. The psychiatrist will be enrolled in good standing as a provider with the San Bernardino County Department of Behavioral Health Managed Care program and will provide and claim billable psychiatric services following the procedures of the San Bernardino Department of Behavioral Health (SBDBH) ACCESS Unit.

- J. Contract with the equivalent of 1.1 FTE licensed clinicians (clinician licensing exemption may be requested by Contractor, and approved by DBH, upon the review and consent of DBH) to: provide individual, group and family therapy to each minor when in the treatment plan; participate in the weekly case staffing; complete required chart documentation; and act as a consultant and trainer to child care staff and aides in understanding the dynamics of the children and how to relate to them. If eligible, clinicians will be enrolled in good standing as a provider with the San Bernardino County Department of Behavioral Health Managed Care program and will provide and claim billable clinical services following the procedures of the SBDBH ACCESS Unit.
- K. Staff shall have experience in the field of mental health and/or in working with emotionally disturbed minors. It is preferred that they have completed some college courses in a related field. Contractor shall share with DBH the performance evaluation of the child care staff as this relates to the progress of the minors.
- L. Submit to DBH resumes of work experience on all prospective child care staff, relief counselors, aides, and clinic staff. Copies of licenses, waivers, and contracts with professional staff shall also be submitted to DBH. DBH shall have access to review the work performance evaluations on all direct service staff. Notify in writing, DBH and the placing agency when there is a change in full-time child care staffing, in minors' living assignment, or of other staffing changes.
- M. Provide individual treatment planning and services which include all of the following:
 - 1. Group therapy once per week. Specialized abuse groups shall be provided to all children with a history of such abuse.
 - 2. Individual and family therapy once per week or more, if indicated in the treatment plan.
 - 3. At least one socialization and two recreational therapy activities outside the home per week for each child.

4. A pre-vocational component to each treatment plan with supportive and related services for all minors sixteen (16) years or older.
 5. An effective educational plan in cooperation with the local school district.
- N. Provide for the residents' daily needs, including well-planned and nutritious meals three times a day; special dietary needs, as well, shall be provided by the Contractor. Also, toiletry items, clothing, and other personal items shall be provided to the residents by the Contractor. Contractor will assume proper protection of: minors; minors' money and personal property, within reason; keep appropriate records of such.
- O. Plan and arrange for residents' dental and non-psychiatric medical care, including annual examinations; ensure that medication is appropriately and safely provided as prescribed by a physician.
- P. Provide well-coordinated recreational, education, and socialization activities designed to meet the needs of the minors in each home. A separate schedule will be prepared monthly for each home, appropriate to each home population with copies forwarded for DBH. Clinical staff, aides, child care staff, and minors shall all have input into the schedule.
- Adequate funds for all these activities will be set forth in the Contractor's budget. No out-of-state trips will be taken by the residents without approval of DBH and the legal guardian. Each home, as well, shall have adequate recreational equipment, toys, and games to meet program goals and leisure activities.
- Q. Ensure that the child care staff and other staff participate in ongoing training. The Contractor shall provide relief coverage so that child care staff may participate in the training. The East Valley CHARLEE Program shall provide in-service training for all child care staff through its own clinical staff or outside consultants once per month. All staff shall be trained in: management of assaultive behavior; psychotropic medication and its side effects; confidentiality and ethical considerations; child abuse identification and

reporting; disaster preparedness; and, treatment issues. Schedules for cluster meeting training events will be submitted to DBH at least quarterly.

- R. Provide the placing agency social worker and DBH with a written initial evaluation for each child following the child's first 30 days of stay. Thereafter the Contractor shall provide the placing agency social worker and DBH with written quarterly reports of the child's progress. The quarterly evaluation shall be written in the format consistent with the format provided by DBH. The quarterly evaluation shall be based upon the results of the quarterly case staff meeting.
- S. DBH, the placement funding agency, the child, and legal guardian, when appropriate, will be active participants in treatment and discharge planning with the CHARLEE Program staff. To facilitate communication, all minors will be discussed in formal case conferences at least quarterly. The case conference shall include the Children's System of Care (CSOC) assigned case manager, the placing agency social worker, the Contractor's clinical therapist and any other necessary staff. Contractor will prepare a case conference schedule and mail it to all concerned parties in advance, including to the placement agency supervisor. The quarterly update report will be mailed to the placing agency worker following the conference, and also to DBH.
- T. Each child's treatment plan must be in accord with DBH Medical Records Standards and accepted medical practice, and must abide by the criteria in the DBH Program Review Manual and the DBH Peer Review and Medications Monitoring formats, copies of which have been provided to Contractor. Contractor will follow recommendations made in DBH audit reports by submitting a written plan of correction to DBH within 30 days of the report and will institute the plan within 60 days of DBH approval. In addition, Contractor will maintain records as required by Title 9 and Title 22 of the California Code of Regulations.
- U. Monitor the frequency and severity of each child's disruptive behaviors by tracking his/her Special Incident Reports (SIRs). Record the significance of progress in each quarterly report and elaborate on the reasons for the change

or lack of progress. Include treatment/management methods which are helpful or not in decreasing the frequency and severity of disruptive behaviors. Copies of all SIRs will be submitted to DBH in a timely manner.

- V. Develop and maintain an ongoing environment conducive to the total therapeutic support of the severely disturbed minors and their care. The Program shall develop and maintain a system to correct physical plant deficiencies and maintain well-groomed landscaping and house appearance.
 - W. As a method to maintain the home, the staff and general premises in a permanent disaster preparation stage, the Contractor shall train residential staff and maintain emergency supplies, equipment, food and materials on the premises consistent with the American Red Cross guidelines. On an annual basis, the Contractor shall submit to DBH updated disaster plan documents written in the format consistent with the format provided by DBH.
- IV. DBH shall:
- A. Assign a Mental Health Clinical Therapist (case manager) to participate in the weekly case staffing with the Contractor; coordinate planning between agencies involved with a minor; and provide case management services to all minors.
 - B. Assist the Contractor in establishing a therapeutic environment for the minors.
 - C. Provide copies to East Valley CHARLEE management staff of all of Behavioral Health policies and procedures impacting the program.
 - D. Chair the Interagency Case Management Council, which screens all referrals for admission. Coordinate all referrals for admission.
 - E. Assign a Contract Monitor to ensure contract compliance. The Contract Monitor will visit the facility at least once a month and be available as consultant for problem resolution as requested.

- F. Establish an ongoing evaluation system of the programs, goals, objectives, and facility site. The evaluation will include the following formats:
 - 1. Annual Program Review
 - 2. Weekly Peer Review
 - 3. Utilization Review (when applicable)
 - 4. Fiscal/Operations and Facility Review (as needed)
 - 5. Monthly Chart Review
 - 6. Disaster Plan
 - G. Provide on and off-site training as requested and encourage Contractor staff to utilize ongoing Mental Health training programs.
 - H. Make every effort to utilize all facility beds but may not guarantee a percentage of occupancy.
 - I. Complete and provide the Contractor with preplacement packages for each placement recommendation with the information specified by the Contractor.
 - J. Provide information/feedback/input for initial and/or quarterly reports upon request.
 - K. Participate in quarterly case conferences and provide feedback to progress in treatment.
- V. SPECIAL PROVISIONS:

Regular AB2726 and AB2726 Federal Short-Doyle/Medi-Cal funds are earmarked specifically for legitimate AB2726 services and can only be used for these patients. Contractor shall submit separate Charge Data Invoices to report AB2726 treatment services. It is the responsibility of Contractor to ensure that a separate audit trail is provided for AB2726 assessment and/or those treatment services indicated in the student's Individual Education Plan by the School District.

BUSINESS ASSOCIATE AGREEMENT

Except as otherwise provided in this Agreement, CONTRACTOR, hereinafter referred to as BUSINESS ASSOCIATE, may use or disclose Protected Health Information to perform functions, activities or services for or on behalf of the COUNTY OF SAN BERNARDINO, hereinafter referred to as the COVERED ENTITY, as specified in this Agreement and in the attached Contract, provided such use or disclosure does not violate the Health Insurance Portability and Accountability Act (HIPAA), 42 U.S.C. 1320d et seq., and its implementing regulations, including but not limited to, 45 Code of Regulations Parts 160, 162, and 164, hereinafter referred to as the Privacy Rule.

I. Obligations and Activities of Business Associate.

- A. Business Associate shall not use or further disclose Protected Health Information other than as permitted or required by this Agreement or as Required By Law.
- B. Business Associate shall implement administrative, physical, and technical safeguards to:
 - 1. Prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.
 - 2. Reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic Protected Health Information that it creates, receives, maintains, or transmits on behalf of the Covered Entity.
- C. Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.
- D. Business Associate shall report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware.
- E. Business Associate shall ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, shall comply

with the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.

- F. Business Associate shall provide access to Protected Health Information in a Designated Record Set to Covered Entity or to an Individual, at the request or direction of Covered Entity and in the time and manner designated by the Covered Entity, in order to meet the requirements of 45 CFR 164.524.
- G. Business Associate shall make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR 164.526, in the time and manner designated by the Covered Entity.
- H. Business Associate shall make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, and/or to the Secretary for the U.S. Department of Health and Human Services, in a time and manner designated by the Covered Entity or the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.
- I. Business Associate shall document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.
- J. Business Associate shall provide to Covered Entity or an Individual, in time and manner designated by the Covered Entity, information collected in accordance with provision (I), above, to permit Covered Entity to respond to a request by the Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.
- K. Upon termination of this Agreement, Business Associate shall return all Protected Health Information required to be retained (and return or destroy all other Protected Health Information) received from the Covered Entity, or created or received by the Business Associate on behalf of the Covered Entity. In the event the Business Associate determines that returning the Protected Health Information is not feasible, the Business Associate shall

provide the Covered Entity with notification of the conditions that make return not feasible.

II. Specific Use and Disclosure Provisions.

- A. Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- B. Except as otherwise limited in this Agreement, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- C. Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information to provide Data Aggregation services to Covered Entity as permitted by 42 CFR 164.504(e)(2)(i)(B).
- D. Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 42 CFR 164.502(j)(1).

III. Obligations of Covered Entity.

- A. Covered Entity shall notify Business Associate of any limitation(s) in its notice of privacy practices of Covered Entity in accordance with 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information.
- B. Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information.

- C. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.

IV. General Provisions.

- A. Remedies. Business Associate agrees that Covered Entity shall be entitled to seek immediate injunctive relief as well as to exercise all other rights and remedies which Covered Entity may have at law or in equity in the event of an unauthorized use or disclosure of Protected Health Information by Business Associate or any agent or subcontractor of Business Associate that received Protected Health Information from Business Associate.
- B. Ownership. The Protected Health Information shall be and remain the property of the Covered Entity. Business Associate agrees that it acquires no title or rights to the Protected Health Information.
- C. Regulatory References. A reference in this Agreement to a section in the Privacy Rule means the section as in effect or as amended.
- D. Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.
- E. Interpretation. Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy Rule.

Outpatient Pre-Authorization Matrix

One of the responsibilities of the local County Mental Health Department is to identify and treat priority target populations and to provide services to individuals who have a severe mental illness or serious emotional disturbance, **“to the extent that resources are available”**.¹ A preauthorization matrix has been developed that delineates the nature of services that are to be delivered to these target populations. The matrix has several components composed of: a financial category, a diagnostic category of two types, GAF scores, and whether the consumer is an adult or a minor.

The preauthorization matrix was developed to identify all populations and establish treatment priorities and types (this takes into account both general effectiveness, cost efficiency, acuity, and risk), maximization of revenue or cost reductions, and an intention to provide some level of response, however minimal, to all groups. The pre-authorization matrix was developed to provide for an array of services the Contractor can make available to consumers. The purpose of TAR forms is to allow for those exceptional situations, through a formal process, that are high risk and require brief individual therapy or Intensive Day Treatment. Rehab/ADL services, assessments, evaluations, and case management are all services that are delivered to consumers individually within the framework of the matrix and do not require a TAR. In the case of intensive day treatment, which is offered and available, the State is requiring a TAR; however once approved individual services can be provided as part of the day treatment program. The response to the TAR by the Access Unit will provide the final administrative review. This process will replace the SPARS system.

On a practical level the matrix is to be used as a triage tool used by clinical staff in the process of assessing consumers and determining what services are to be delivered to consumers as they enter the system. This serves to facilitate what services can be offered and the development of treatment plans with consumers by considering all relevant factors.

In addition, the matrix is a tool to provide guidance in assessing the services provided to existing consumers. Clinic Supervisors and lead clinical staff will use the matrix to work with service staff to review caseload compliance with the matrix. It is important to note that this matrix puts into form the substance of DBH's policy on priority populations and services that can be provided. Any questions or issues can be addressed to the immediate supervisor or to the Access Unit.

¹ The Bronzan-McCorquodale Act 1991

DBH and Contractor staff agree to work cooperatively to target support services to those consumers who are:

1. Severely and persistently mentally ill adults;
2. Those recently discharged from an acute care hospital;
3. Children who have severe emotional or behavioral problems and substantial impairment in functioning.

DBH will closely monitor the impact of these efforts to accommodate budget constraints.

San Bernardino County Department of Behavioral Health	Outpatient Pre-Authorized Services							
	Adult				Child			
	Type I Diagnosis		Type II Diagnosis		Type I Diagnosis		Type II Diagnosis	
	GAF < 50	GAF > 50	GAF < 50	GAF > 50	GAF < 50	GAF > 50	GAF < 50	GAF > 50
Medi-Cal or Medi-Medi	Day Tx, Meds, Group, Fam Ther, Rehab, CM, MH Ed, Clubhouse, self-help, housing or employment assistance	Meds, Group, Fam Ther, Rehab, CM, MH Ed, Clubhouse, self-help, housing or employment assistance	Meds (ref to health plan after stabilization), Group, Rehab, CM, MH Ed, Walk-In Clinic (single svc tx)	Group, MH Ed, FFS Referral (ref to health plan for meds), Walk-In Clinic (single svc tx)	Meds, Ind., Family, Group, CM, Parent Ed, Crisis	Meds, Ind. Family, Group, CM, Parent Ed, Crisis	Meds, Ind., Family, Group, CM, Parent Ed, Referral to FFS, Crisis	Ind., Family, Group, Parent Ed, Referral to FFS, Crisis
Healthy Families	Not applicable	Not applicable	Not applicable	Not applicable	Meds, Ind., Family, Group, Parent Ed	Meds, Ind., Family, Group, Parent Ed	Meds, Ind., Family, Group, Parent Ed	Ind., Family, Group, Parent Ed
Medicare Only (must follow all Medicare procedures and restrictions)	Ref to Part. Hosp., Meds, Group, Fam Ther, Rehab, CM, MH Ed, Clubhouse, self-help, housing or employment assistance	Meds, Group, Fam Ther, Rehab, CM, MH Ed, Clubhouse, self-help, housing assistance, employment assistance	Meds (ref to health plan after stabilization), Group, Rehab, CM, MH Ed ref to FFS, Walk-In Clinic (single svc tx)	Refer to private sec. (ref to health plan for meds), MH Ed, Walk-In Clinic (single svc tx)	Same as Indigent	Same as Indigent	Same as Indigent	Same as Indigent
AB2726	Not applicable	Not applicable	Not applicable	Not applicable	Meds, Ind., Group, CM, Parent Ed	Meds, Ind., Group, CM, Parent Ed	Ind., Group, Parent Ed, CM	N/A
Indigent	Day Tx, Meds, Group, Rehab, CM, MH Ed, Clubhouse, self-help, housing or employment assistance	Meds, Group, Fam Ther, Rehab, CM, MH Ed, Clubhouse, self-help, housing or employment assistance	Meds (ref to MIA after stabilization), Group, Rehab, MH Ed, Walk-In Clinic (single svc tx)	(Ref to MIA for meds), Group, MH Ed, Walk-In Clinic (single svc tx)	Meds, Ind., Group, CM, Parent Ed (for child's parent)	Meds, Group, Parent Ed (for child's parent)	Group, CM, Parent Ed (for child's parent)	Ref to faith based/non-profit, MH Ed
Private Insurance	Ref to ins. provider; if not insured, serve as indigent (DBH is provider of last resort)	Ref to insurance provider	Ref to insurance provider	Ref to insurance provider	Ref to ins. provider; if not insured, serve as indigent (DBH is provider of last resort)	Ref to insurance provider	Ref to insurance provider	Ref to insurance provider
Out-of-County	Not applicable	Not applicable	Not applicable	Not applicable	If Medi-Cal, same as Medi-Cal or ASO refer to FFS	ASO referral to FFS	If Medi-Cal, same as Medi-Cal or ASO referral to FFS	ASO referral to FFS
CalWORKs	Refer to clinic as Medi-Cal	Max 6 months of Ind., Group, MH Ed or emp. Support (after 6 mos. serve as Medi-Cal)	Max 6 months of meds, Group, Rehab, MH Ed or emp. Support (after 6 mos. serve as Medi-Cal)	Max 6 months of Group, MH Ed or emp. support (after 6 mos. serve as Medi-Cal)	Not applicable (serve as Medi-Cal)	Not applicable (serve as Medi-Cal)	Not applicable (serve as Medi-Cal)	Not applicable (serve as Medi-Cal)
SAMSHA (must have co-existing ADS diagnosis)	Day Tx, Meds, Group, Rehab, CM, MH Ed, Clubhouse, self-help, ref to Alanon, DDA, A/D Tx, housing or emp. assistance	Meds, Group, Rehab, CM, MH Ed, Clubhouse, self-help, ref to Alanon, DDA, A/D Tx, housing or emp. assistance	Not applicable	Not applicable	Not applicable	Not applicable	Not applicable	Not applicable
NOTES: (1) If services not pre-authorized by this Guide are needed for a particular client, a TAR must be individually submitted by the clinic supervisor to the Access Unit for approval; however, clients eligible for grant-funded services will receive services as specified by the grant. (2) TBS services must always be pre-authorized by CSOC. (3) Any self-declared crisis will be seen and evaluated regardless of other factors.								

REV 10-16-02

Type I Diagnoses (Serious Mental Illness)*

295.10	Schizophrenia, Disorganized Type
295.20	Schizophrenia, Catatonic Type
295.30	Schizophrenia, Paranoid Type
295.40	Schizophreniform Disorder
295.60	Schizophrenia, Residual Type
295.70	Schizoaffective Disorder
295.90	Schizophrenia, Undifferentiated Type
296.0x	Bipolar I Disorder, Any Subtype
296.2x	Major Depressive Disorder, Single Episode
296.3x	Major Depressive Disorder, Recurrent, Any Subtype except "in Full Remission"
296.4x	Bipolar I Disorder, Any Subtype except "in Full Remission"
296.5x	Bipolar I Disorder, Any Subtype except "in Full Remission"
296.6x	Bipolar I Disorder, Any Subtype except "in Full Remission"
296.7	Bipolar I Disorder, Most Recent Episode Unspecified
296.80	Bipolar Disorder NOS
296.89	Bipolar II Disorder
297.1	Delusional Disorder
298.8	Brief Psychotic Disorder
298.9	Psychotic Disorder NOS
300.01	Panic Disorder Without Agoraphobia
300.21	Panic Disorder With Agoraphobia
300.3	Obsessive-Compulsive Disorder
301.22	Schizotypal Personality Disorder
313.81	Oppositional Defiant Disorder
314.0x	Attention-Deficit/Hyperactivity Disorder, Any Subtype

Type II Diagnoses (Not Serious Mental Illness)*

296.90	Mood Disorder NOS
300.00	Anxiety Disorder NOS
300.02	Generalized Anxiety Disorder
300.23	Social Phobia
300.29	Specific Phobia
300.4	Dysthymic Disorder
301.6	Dependent Personality Disorder
300.81	Somatization Disorder
301.82	Avoidant Personality Disorder
301.83	Borderline Personality Disorder
307.46	Sleep Terror Disorder
307.47	Nightmare Disorder
309.0	Adjustment Disorder With Depressed Mood
309.21	Separation Anxiety Disorder
309.2x	Adjustment Disorder
309.3	Adjustment Disorder With Disturbance of Conduct
309.4	Adjustment Disorder With Mixed Disturbance of Emotions and Conduct
309.81	Posttraumatic Stress Disorder
309.9	Adjustment Disorder Unspecified
310.1	Personality Change Due to...[Indicate the General Medical Condition]
311	Depressive Disorder NOS
312.30	Impulse-Control Disorder NOS
312.34	Intermittent Explosive Disorder
312.9	Disruptive Behavior Disorder NOS

***NOTE: This list does not contain all diagnoses in the DSM-IV-TR.**

Global Assessment of Functioning (GAF) Scale (DSM - IV Axis V)

Note: This version of the GAF scale is intended for DBH and DBH Contractor use only. Although it is based on the clinical scale presented in the DSM - IV, this summary lacks the detail and specificity of the original document. The complete GAF scale of the DSM - IV should be consulted for diagnostic use. This is a GUIDE only.

Code	Description of Functioning
91 - 100	Person has no problems OR has superior functioning in several areas
81 - 90	Person has few or no symptoms . Good functioning in several areas. No more than "everyday" problems or concerns.
71 - 80	Person has symptoms/problems, but they are temporary, expectable reactions to stressors . There is no more than slight impairment in any area of psychological functioning.
61 - 70	Mild symptoms in one area OR difficulty in one of the following: social, occupational, or school functioning. BUT, the person is generally functioning well and has meaningful interpersonal relationships.
51 - 60	Moderate symptoms OR moderate difficulty in one of the following: social, occupational, or school functioning.
41 - 50	Serious symptoms OR serious impairment in one of the following: social, occupational, or school functioning.
31 - 40	Some impairment in reality testing OR impairment in speech and communication OR serious impairment in several of the following: occupational or school functioning, interpersonal relationships, judgment, thinking, or mood.
21 - 30	Presence of hallucinations or delusions which influence behavior OR serious impairment in ability to communicate with others OR serious impairment in judgment OR inability to function in almost all areas.
11 - 20	There is some danger of harm to self or others OR occasional failure to maintain personal hygiene OR the person is unable to appropriately communicate with others (e.g., incoherent, mute, or bizarre)
1 - 10	Persistent danger of harming self or others OR persistent inability to maintain personal

	hygiene OR person has made a serious attempt at suicide.
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INFORMATION SHEET

(one Information Sheet per Clinic)

CONTRACTOR SHALL COMPLETE SECTION I OF THIS FORM AND RETURN TO SAN BERNARDINO COUNTY DEPARTMENT OF BEHAVIORAL HEALTH CONTRACTS UNIT.

SECTION I: CONTRACTOR INFORMATION

Contractor Name:			
Address (including City, State and Zip Code):			Phone:
Web Site:	Email:	Fax:	
Clinic Site Name (If Different from Contractor):			
Address (including City, State and Zip Code):			Phone:
Web Site:	Email:	Fax:	
Clinic Contact:		Title:	
Contract Signature Authority:			
Name:		Name:	
Title:		Title:	
Signature:		Signature:	
Phone #: ()	E-Mail:	Phone #: ()	E-Mail:
Claim Signature Authority:			
Name:		Name:	
Title:		Title:	
Signature:		Signature:	
Phone #: ()	E-Mail:	Phone #: ()	E-Mail:
SECTION II: DBH INFORMATION			
Contract Mailing Address:		Contracts Unit:	
San Bernardino County Department of Behavioral Health Contracts Unit 700 E. Gilbert Street, Bldg #3 San Bernardino, CA 92415-0920		Myron Hilliard, Accounting Tech 909-387-7592 E-Mail: mhilliard@dbh.sbcounty.gov Doug Moore, Staff Analyst II 909-387-7589 E-Mail: dmoore@dbh.sbcounty.gov Patty Glas, Admin Supervisor II 909-387-7170 E-Mail: pglas@dbh.sbcounty.gov Unit Fax #: 909-387-7593	

DBH Program Contacts:

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